



742226

LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
02/23/2017	.	
	.	
	.	
	.	

---

The Committee on Regulated Industries (Passidomo) recommended the following:

**Senate Amendment (with title amendment)**

Delete everything after the enacting clause  
and insert:

Section 1. Subsection (8) of section 718.116, Florida Statutes, is amended to read:

718.116 Assessments; liability; lien and priority;  
interest; collection.—

(8) Within 10 business ~~15~~ days after receiving a written or  
electronic request therefor from a unit owner or the unit



742226

11 owner's ~~his or her~~ designee, or a unit mortgagee or the unit  
12 mortgagee's ~~his or her~~ designee, the association shall issue the  
13 estoppel ~~provide a~~ certificate. Each association shall designate  
14 on its website a person or entity with a street or e-mail  
15 address for receipt of a request for an estoppel certificate  
16 issued pursuant to this section. The estoppel certificate must  
17 be provided by hand delivery, regular mail, or e-mail to the  
18 requestor on the date of issuance of the estoppel certificate  
19 ~~signed by an officer or agent of the association stating all~~  
20 ~~assessments and other moneys owed to the association by the unit~~  
21 ~~owner with respect to the condominium parcel.~~

22 (a) The estoppel certificate must contain all of the  
23 following information and must be substantially in the following  
24 form:

- 25 1. Date of issuance:....
- 26 2. Name of the unit owner(s) reflected in the books and  
27 records of the association:....
- 28 3. Unit designation and address:....
- 29 4. Parking or garage space number, if any:....
- 30 5. Storage locker number, if any:....
- 31 6. Attorney's name and contact information if the account  
32 is delinquent and has been turned over to an attorney for  
33 collection. No fee may be charged for this information.
- 34 7. Fee for the preparation and delivery of the estoppel  
35 certificate:....
- 36 8. Name of the requestor:....
- 37 9. Assessment information and other information:

38  
39 ASSESSMENT INFORMATION:



40 a. The regular periodic assessment levied against the unit  
41 is \$.... per ...(insert frequency of payment)....

42 b. The regular periodic assessment is paid through  
43 ...(insert date paid through)....

44 c. The next installment of the regular periodic assessment  
45 is due ...(insert due date)... in the amount of \$.....

46 d. An itemized list of all assessments, special  
47 assessments, and other moneys owed on the date of issuance to  
48 the association by the unit owner for a specific unit is  
49 provided.

50 e. An itemized list of any additional assessments, special  
51 assessments, and other moneys that are scheduled to become due  
52 for each day after the date of issuance for the effective period  
53 of the estoppel certificate is provided. In calculating the  
54 amounts that are scheduled to become due, the association may  
55 assume that any delinquent amounts will remain delinquent during  
56 the effective period of the estoppel certificate.

57  
58 OTHER INFORMATION:

59 f. Is there a capital contribution fee, resale fee,  
60 transfer fee, or other fee due? ...(Yes)... ...(No).... If yes,  
61 specify the type and the amount of the fee.

62 g. What is the amount, if any, of an association  
63 application fee?

64 h. Is there a credit balance on the current account?  
65 ...(Yes)... ...(No)....

66 i. Is there any violation of rule or regulation noticed to  
67 the unit owner in the association official records? ...(Yes)...  
68 ...(No)....



742226

69 j. Do the rules and regulations of the association  
70 applicable to the unit require approval by the board of  
71 directors of the association for the transfer of the unit?  
72 ...(Yes)... ...(No)...If yes, has the board approved the  
73 transfer of the unit?...(Yes)...(No)....

74 k. Do rules or regulations applicable to the unit provide  
75 for a right of first refusal in favor of the members or  
76 association? ...(Yes)... ...(No).... If yes, include applicable  
77 rules or regulations.

78 l. Provide a list of utilities provided to the unit which  
79 are included in the assessments paid to the association.

80 m. Provide a list of all recreational or land leases to the  
81 association affecting the unit.

82 n. Provide a list of, and contact information for, all  
83 other associations of which the unit is a member.

84 o. Provide a description of any litigation or  
85 administrative proceedings in which the association is a party.

86 p. Provide contact information for all insurance maintained  
87 by the association.

88 q. Provide the signature of an officer or authorized agent  
89 of the association.

90  
91 The association, at its option, may include additional  
92 information in the estoppel certificate ~~Any person other than~~  
93 ~~the owner who relies upon such certificate shall be protected~~  
94 ~~thereby.~~

95 (b) An estoppel certificate that is hand delivered or sent  
96 by electronic means has a 30-day effective period. An estoppel  
97 certificate that is sent by regular mail has a 35-day effective



742226

98 period. If additional information or a mistake related to the  
99 estoppel certificate becomes known to the association within the  
100 effective period, an amended estoppel certificate may be  
101 delivered and becomes effective if a sale or refinancing of the  
102 unit has not been completed during the effective period. A fee  
103 may not be charged for an amended estoppel certificate. An  
104 amended estoppel certificate must be delivered on the date of  
105 issuance, and a new 30-day or 35-day effective period begins on  
106 such date.

107 (c) An association waives the right to collect any moneys  
108 owed in excess of the amounts specified in the estoppel  
109 certificate from any person who in good faith relies upon the  
110 estoppel certificate and from the person's successors and  
111 assigns.

112 (d) If an association receives a request for an estoppel  
113 certificate from a unit owner or the unit owner's designee, or a  
114 unit mortgagee or the unit mortgagee's designee, and fails to  
115 deliver the estoppel certificate within 10 business days, a fee  
116 may not be charged for the preparation and delivery of that  
117 estoppel certificate. If the association fails to deliver the  
118 estoppel certificate within 15 business days, the association  
119 waives any claim, including a claim for a lien against the unit,  
120 against a purchaser and mortgagee of the unit who would have  
121 relied on the estoppel certificate, and the purchaser's and  
122 mortgagee's successors and assigns, for any amount that is owed  
123 to the association through the date of closing and that should  
124 have been shown on the estoppel certificate.

125 (e) ~~(b)~~ A summary proceeding pursuant to s. 51.011 may be  
126 brought to compel compliance with this subsection, and in any



742226

127 such action the prevailing party is entitled to recover  
128 reasonable attorney ~~attorney's~~ fees.

129 (f) ~~(e)~~ Notwithstanding any limitation on transfer fees  
130 contained in s. 718.112(2)(i), an ~~the~~ association or its  
131 authorized agent may charge a reasonable fee for the preparation  
132 and delivery of an estoppel certificate, which may not exceed  
133 \$200 if, on the date the certificate is issued, no delinquent  
134 amounts are owed to the association for the applicable unit. If  
135 an estoppel certificate is requested on an expedited basis and  
136 delivered within 3 business days after the request, the  
137 association may charge an additional fee of \$100. If a  
138 delinquent amount is owed to the association for the applicable  
139 unit, an additional fee for the estoppel certificate may not  
140 exceed \$200 for the preparation of the certificate. The amount  
141 of the fee must be included on the certificate.

142 (g)1. If estoppel certificates for multiple units owned by  
143 the same owner are simultaneously requested from the same  
144 association and there are no past due monetary obligations owed  
145 to the association, the statement of moneys due for those units  
146 may be delivered in one or more estoppel certificates, and, even  
147 though the fee for each unit shall be computed as set forth in  
148 paragraph (f), the total fee that the association may charge for  
149 the preparation and delivery of the estoppel certificates may  
150 not exceed, in the aggregate:

151 a. For 25 or fewer units, \$750.

152 b. For 26 to 50 units, \$1,000.

153 c. For 51 to 100 units, \$1,500.

154 d. For more than 100 units, \$2,500.

155 2. If an estoppel certificate is requested in conjunction



742226

156 with the sale or refinancing of a unit, the fee for the  
157 preparation and delivery of the estoppel certificate shall be  
158 paid to the association from the closing or settlement proceeds.  
159 If the closing does not occur, the fee for the preparation and  
160 delivery of the estoppel certificate remains the obligation of  
161 the unit owner, and the association may collect the fee in the  
162 same manner as an assessment against the unit. An association  
163 may not require the payment of any other fee as a condition for  
164 the preparation or delivery of an estoppel certificate.

165 (h) ~~(d)~~ The authority to charge a fee for the preparation  
166 and delivery of the estoppel certificate ~~must~~ shall be  
167 established by a written resolution adopted by the board or  
168 provided by a written management, bookkeeping, or maintenance  
169 contract and is ~~payable upon the preparation of the certificate.~~  
170 ~~If the certificate is requested in conjunction with the sale or~~  
171 ~~mortgage of a unit but the closing does not occur and no later~~  
172 ~~than 30 days after the closing date for which the certificate~~  
173 ~~was sought the preparer receives a written request, accompanied~~  
174 ~~by reasonable documentation, that the sale did not occur from a~~  
175 ~~payor that is not the unit owner, the fee shall be refunded to~~  
176 ~~that payor within 30 days after receipt of the request. The~~  
177 ~~refund is the obligation of the unit owner, and the association~~  
178 ~~may collect it from that owner in the same manner as an~~  
179 ~~assessment as provided in this section.~~

180 Section 2. Subsection (6) of section 719.108, Florida  
181 Statutes, is amended to read:

182 719.108 Rents and assessments; liability; lien and  
183 priority; interest; collection; cooperative ownership.—

184 (6) Within 10 business ~~15~~ days after receiving a written or



742226

185 electronic request for an estoppel certificate from a unit owner  
186 or the unit owner's designee, or a unit mortgagee or the unit  
187 mortgagee's designee, the association shall issue the estoppel  
188 certificate. Each association shall designate on its website a  
189 person or entity with a street or e-mail address for receipt of  
190 a request for an estoppel certificate issued pursuant to this  
191 section. The estoppel certificate must be provided by hand  
192 delivery, regular mail, or e-mail to the requestor on the date  
193 of issuance of the estoppel certificate.

194 (a) The estoppel certificate must contain all of the  
195 following information and must be substantially in the following  
196 form:

- 197 1. Date of issuance:....  
198 2. Name of the unit owner(s) reflected in the books and  
199 records of the association:....  
200 3. Unit designation and address:....  
201 4. Parking or garage space number, if any:....  
202 5. Storage locker number, if any:....  
203 6. Attorney's name and contact information if the account  
204 is delinquent and has been turned over to an attorney for  
205 collection. No fee may be charged for this information.

206 7. Fee for the preparation and delivery of the estoppel  
207 certificate:....

208 8. Name of the requestor:....

209 9. Assessment information and other information:

210

211 ASSESSMENT INFORMATION:

212 a. The regular periodic assessment levied against the unit  
213 is \$.... per ...(insert frequency of payment)....





742226

214 b. The regular periodic assessment is paid through  
215 ...(insert date paid through)....

216 c. The next installment of the regular periodic assessment  
217 is due...(insert due date)... in the amount of \$.....

218 d. An itemized list of all assessments, special  
219 assessments, and other moneys owed by the unit owner on the date  
220 of issuance to the association for a specific unit is provided.

221 e. An itemized list of any additional assessments, special  
222 assessments, and other moneys that are scheduled to become due  
223 for each day after the date of issuance for the effective period  
224 of the estoppel certificate is provided. In calculating the  
225 amounts that are scheduled to become due, the association may  
226 assume that any delinquent amounts will remain delinquent during  
227 the effective period of the estoppel certificate.

228  
229 OTHER INFORMATION:

230 f. Is there a capital contribution fee, resale fee,  
231 transfer fee, or other fee due? ...(Yes)... ...(No).... If yes,  
232 specify the type and amount of the fee.

233 g. What is the amount, if any, of an association  
234 application fee?

235 h. Is there a credit balance on the current account?  
236 ...(Yes)... ...(No)....

237 i. Is there any violation of rule or regulation noticed to  
238 the unit owner in the association official records? ...(Yes)...  
239 ...(No)....

240 j. Do the rules and regulations of the association  
241 applicable to the unit require approval by the board of  
242 directors of the association for the transfer of the unit?



742226

243 ...Yes... ... (No)... If yes, has the board approved the transfer  
244 of the unit?... (Yes)... (No).....

245 k. Do rules or regulations applicable to the unit provide  
246 for a right of first refusal in favor of the members or  
247 association? ... (Yes)... ... (No).... If yes, include applicable  
248 rules or regulations.

249 l. Provide a list of utilities provided to the unit which  
250 are included in the assessments paid to the association.

251 m. Provide a list of all recreational or land leases to the  
252 association affecting the unit.

253 n. Provide a list of, and contact information for, all  
254 other associations of which the unit is a member.

255 o. Provide a description of any litigation or  
256 administrative proceedings in which the association is a party.

257 p. Provide contact information for all insurance maintained  
258 by the association.

259 q. Provide the signature of an officer or authorized agent  
260 of the association.

261

262 The association, at its option, may include additional  
263 information in the estoppel certificate.

264 (b) An estoppel certificate that is hand delivered or sent  
265 by electronic means has a 30-day effective period. An estoppel  
266 certificate that is sent by regular mail has a 35-day effective  
267 period. If additional information or a mistake related to the  
268 estoppel certificate becomes known to the association within the  
269 effective period, an amended estoppel certificate may be  
270 delivered and becomes effective if a sale or refinancing of the  
271 unit has not been completed during the effective period. A fee



742226

272 may not be charged for an amended estoppel certificate. An  
273 amended estoppel certificate must be delivered on the date of  
274 issuance, and a new 30-day or 35-day effective period begins on  
275 such date.

276 (c) An association waives the right to collect any moneys  
277 owed in excess of the amounts specified in the estoppel  
278 certificate from any person who in good faith relies upon the  
279 estoppel certificate and from the person's successors and  
280 assigns.

281 (d) If an association receives a request for an estoppel  
282 certificate from a unit owner or the unit owner's designee, or a  
283 unit mortgagee or the unit mortgagee's designee, and fails to  
284 deliver the estoppel certificate within 10 business days, a fee  
285 may not be charged for the preparation and delivery of that  
286 estoppel certificate. If the association fails to deliver the  
287 estoppel certificate within 15 business days, the association  
288 waives any claim, including a claim for a lien against the unit,  
289 against a purchaser and mortgagee of the unit who would have  
290 relied on the estoppel certificate, and the purchaser's and  
291 mortgagee's successors and assigns, for any amount that is owed  
292 to the association through the date of closing and that should  
293 have been shown on the estoppel certificate.

294 (e) A summary proceeding pursuant to s. 51.011 may be  
295 brought to compel compliance with this subsection, and in any  
296 such action the prevailing party is entitled to recover  
297 reasonable attorney fees.

298 (f) Notwithstanding any limitation on transfer fees  
299 contained in s. 719.106(1)(i), an association or its authorized  
300 agent may charge a reasonable fee for the preparation and



742226

301 delivery of an estoppel certificate, which may not exceed \$200  
302 if, on the date the certificate is issued, no delinquent amounts  
303 are owed to the association for the applicable unit. If an  
304 estoppel certificate is requested on an expedited basis and  
305 delivered within 3 business days after the request, the  
306 association may charge an additional fee of \$100. If a  
307 delinquent amount is owed to the association for the applicable  
308 unit, an additional fee for the estoppel certificate may not  
309 exceed \$200.

310 (g)1. If estoppel certificates for multiple units owned by  
311 the same owner are simultaneously requested from the same  
312 association and there are no past due monetary obligations owed  
313 to the association, the statement of moneys due for those units  
314 may be delivered in one or more estoppel certificates, and, even  
315 though the fee for each unit shall be computed as set forth in  
316 paragraph (f), the total fee that the association may charge for  
317 the preparation and delivery of the estoppel certificates may  
318 not exceed, in the aggregate:

- 319 a. For 25 or fewer units, \$750.
- 320 b. For 26 to 50 units, \$1,000.
- 321 c. For 51 to 100 units, \$1,500.
- 322 d. For more than 100 units, \$2,500.

323 2. If an estoppel certificate is requested in conjunction  
324 with the sale or refinancing of a unit, the fee for the  
325 preparation and delivery of the estoppel certificate shall be  
326 paid to the association from the closing or settlement proceeds.  
327 If the closing does not occur, the fee for the preparation and  
328 delivery of the estoppel certificate remains the obligation of  
329 the unit owner, and the association may collect the fee in the



742226

330 same manner as an assessment against the unit. An association  
331 may not require the payment of any other fee as a condition for  
332 the preparation or delivery of an estoppel certificate.

333 (h) The authority to charge a fee for the preparation and  
334 delivery of the estoppel certificate must be established by a  
335 written resolution adopted by the board or provided by a written  
336 management, bookkeeping, or maintenance contract by a unit owner  
337 or mortgagee, the association shall provide a certificate  
338 stating all assessments and other moneys owed to the association  
339 by the unit owner with respect to the cooperative parcel. Any  
340 person other than the unit owner who relies upon such  
341 certificate shall be protected thereby. Notwithstanding any  
342 limitation on transfer fees contained in s. 719.106(1)(i), the  
343 association or its authorized agent may charge a reasonable fee  
344 for the preparation of the certificate.

345 Section 3. Section 720.30851, Florida Statutes, is amended  
346 to read:

347 720.30851 Estoppel certificates.—Within 10 business ~~15~~ days  
348 after receiving a written or electronic ~~the date on which a~~  
349 request for an estoppel certificate from a parcel owner or the  
350 parcel owner's designee, or a parcel mortgagee or the parcel  
351 mortgagee's designee, the association shall issue the estoppel  
352 certificate. Each association shall designate on its website a  
353 person or entity with a street or e-mail address for receipt of  
354 a request for an estoppel certificate issued pursuant to this  
355 section. The estoppel certificate must be provided by hand  
356 delivery, regular mail, or e-mail to the requestor on the date  
357 of issuance of the estoppel certificate.

358 (1) The estoppel certificate must contain all of the



359 following information and must be substantially in the following  
360 form:

361 (a) Date of issuance:....

362 (b) Name of the parcel owner(s) reflected in the books and  
363 records of the association:....

364 (c) Parcel designation and address:....

365 (d) Parking or garage space number, if any:....

366 (e) Storage locker number, if any:....

367 (f) Attorney's name and contact information if the account  
368 is delinquent and has been turned over to an attorney for  
369 collection. No fee may be charged for this information.

370 (g) Fee for the preparation and delivery of the estoppel  
371 certificate:....

372 (h) Name of the requestor:....

373 (i) Assessment information and other information:

374

375 ASSESSMENT INFORMATION:

376 1. The regular periodic assessment levied against the  
377 parcel is \$.... per ...(insert frequency of payment)....

378 2. The regular periodic assessment is paid through  
379 ...(insert date paid through)....

380 3. The next installment of the regular periodic assessment  
381 is due ...(insert due date)... in the amount of \$.....

382 4. An itemized list of all assessments, special  
383 assessments, and other moneys owed on the date of issuance to  
384 the association by the parcel owner for a specific parcel is  
385 provided.

386 5. An itemized list of any additional assessments, special  
387 assessments, and other moneys that are scheduled to become due



742226

388 for each day after the date of issuance for the effective period  
389 of the estoppel certificate is provided. In calculating the  
390 amounts that are scheduled to become due, the association may  
391 assume that any delinquent amounts will remain delinquent during  
392 the effective period of the estoppel certificate.

393  
394 OTHER INFORMATION:

395 6. Is there a capital contribution fee, resale fee,  
396 transfer fee, or other fee due? ... (Yes)... ... (No).... If yes,  
397 specify the type and amount of the fee.

398 7. What is the amount, if any, of an association  
399 application fee?

400 8. Is there a credit balance on the current account?  
401 ... (Yes)... ... (No)...

402 9. Is there any violation of rule or regulation noticed to  
403 the parcel owner in the association official records?  
404 ... (Yes)... ... (No)....

405 10. Do the rules and regulations of the association  
406 applicable to the parcel require approval by the board of  
407 directors of the association for the transfer of the parcel?  
408 ... (Yes)... ... (No).... If yes, has the board approved the  
409 transfer of the parcel?... (Yes)... (No)....

410 11. Do rules or regulations applicable to the parcel  
411 provide for a right of first refusal in favor of the members or  
412 association? ... (Yes)... ... (No).... If yes, include applicable  
413 rules or regulations.

414 12. Provide a list of utilities provided to the parcel  
415 which are included in the assessments paid to the association.

416 13. Provide a list of all recreational or land leases to



742226

417 the association affecting the parcel.

418 14. Provide a list of, and contact information for, all  
419 other associations of which the parcel is a member.

420 15. Provide a description of any litigation or  
421 administrative proceedings in which the association is a party.

422 16. Provide contact information for all insurance  
423 maintained by the association.

424 17. Provide the signature of an officer or authorized agent  
425 of the association.

426

427 The association, at its option, may include additional  
428 information in the estoppel certificate.

429 (2) An estoppel certificate that is hand delivered or sent  
430 by electronic means has a 30-day effective period. An estoppel  
431 certificate that is sent by regular mail has a 35-day effective  
432 period. If additional information or a mistake related to the  
433 estoppel certificate becomes known to the association within the  
434 effective period, an amended estoppel certificate may be  
435 delivered and becomes effective if a sale or refinancing of the  
436 parcel has not been completed during the effective period. A fee  
437 may not be charged for an amended estoppel certificate. An  
438 amended estoppel certificate must be delivered on the date of  
439 issuance, and a new 30-day or 35-day effective period begins on  
440 such date.

441 (3) An association waives the right to collect any moneys  
442 owed in excess of the amounts specified in the estoppel  
443 certificate from any person who in good faith relies upon the  
444 estoppel certificate and from the person's successors and  
445 assigns.





742226

446       (4) If an association receives a request for an estoppel  
447 certificate from a parcel owner or the parcel owner's designee,  
448 or a parcel mortgagee or the parcel mortgagee's designee, and  
449 fails to deliver an estoppel certificate within 10 business  
450 days, a fee may not be charged for the preparation and delivery  
451 of that estoppel certificate. If the association fails to  
452 deliver the estoppel certificate within 15 business days, the  
453 association waives any claim, including a claim for a lien  
454 against the parcel, against a purchaser and mortgagee of the  
455 parcel who would have relied on the estoppel certificate, and  
456 the purchaser's and mortgagee's successors and assigns, for any  
457 amount that is owed to the association through the date of  
458 closing and that should have been shown on the estoppel  
459 certificate ~~for an estoppel certificate is received from a~~  
460 ~~parcel owner or mortgagee, or his or her designee, the~~  
461 ~~association shall provide a certificate signed by an officer or~~  
462 ~~authorized agent of the association stating all assessments and~~  
463 ~~other moneys owed to the association by the parcel owner or~~  
464 ~~mortgagee with respect to the parcel. An association may charge~~  
465 ~~a fee for the preparation of such certificate, and the amount of~~  
466 ~~such fee must be stated on the certificate.~~

467       ~~(1) Any person other than a parcel owner who relies upon a~~  
468 ~~certificate receives the benefits and protection thereof.~~

469       (5)-(2) A summary proceeding pursuant to s. 51.011 may be  
470 brought to compel compliance with this section, and the  
471 prevailing party is entitled to recover reasonable attorney  
472 attorney's fees.

473       (6) An association or its authorized agent may charge a  
474 reasonable fee for the preparation and delivery of an estoppel



742226

475 certificate, which may not exceed \$200 if on the date the  
476 certificate is issued, no delinquent amounts are owed to the  
477 association for the applicable parcel. If an estoppel  
478 certificate is requested on an expedited basis and delivered  
479 within 3 business days after the request, the association may  
480 charge an additional fee of \$100. If a delinquent amount is owed  
481 to the association for the applicable parcel, an additional fee  
482 for the estoppel certificate may not exceed \$200.

483 (7) (a) If estoppel certificates for multiple parcels owned  
484 by the same owner are simultaneously requested from the same  
485 association and there are no past due monetary obligations owed  
486 to the association, the statement of moneys due for those  
487 parcels may be delivered in one or more estoppel certificates,  
488 and, even though the fee for each parcel shall be computed as  
489 set forth in subsection (6), the total fee that the association  
490 may charge for the preparation and delivery of the estoppel  
491 certificates may not exceed, in the aggregate:

- 492 1. For 25 or fewer parcels, \$750.
- 493 2. For 26 to 50 parcels, \$1,000.
- 494 3. For 51 to 100 parcels, \$1,500.
- 495 4. For more than 100 parcels, \$2,500.

496 (b) If an estoppel certificate is requested in conjunction  
497 with the sale or refinancing of a parcel, the fee for the  
498 preparation and delivery of the estoppel certificate shall be  
499 paid to the association from the closing or settlement proceeds.  
500 If the closing does not occur, the fee for the preparation and  
501 delivery of the estoppel certificate remains the obligation of  
502 the parcel owner, and the association may collect the fee in the  
503 same manner as an assessment against the parcel. An association



742226

504 may not require the payment of any other fee as a condition for  
505 the preparation or delivery of an estoppel certificate.

506 (8)(3) The authority to charge a fee for the preparation  
507 and delivery of the estoppel certificate must shall be  
508 established by a written resolution adopted by the board or  
509 provided by a written management, bookkeeping, or maintenance  
510 contract and is payable upon the preparation of the certificate.  
511 If the certificate is requested in conjunction with the sale or  
512 mortgage of a parcel but the closing does not occur and no later  
513 than 30 days after the closing date for which the certificate  
514 was sought the preparer receives a written request, accompanied  
515 by reasonable documentation, that the sale did not occur from a  
516 payer that is not the parcel owner, the fee shall be refunded to  
517 that payer within 30 days after receipt of the request. The  
518 refund is the obligation of the parcel owner, and the  
519 association may collect it from that owner in the same manner as  
520 an assessment as provided in this section.

521 Section 4. This act shall take effect July 1, 2017.

522  
523 ===== T I T L E A M E N D M E N T =====

524 And the title is amended as follows:

525 Delete everything before the enacting clause  
526 and insert:

527 A bill to be entitled  
528 An act relating to estoppel certificates; amending ss.  
529 718.116, 719.108, and 720.30851, F.S.; revising  
530 requirements relating to the issuance of an estoppel  
531 certificate to specified persons; requiring a  
532 condominium, cooperative, or homeowners' association



742226

533 to designate a street or e-mail address on its website  
534 for estoppel certificate requests; specifying delivery  
535 requirements for an estoppel certificate; requiring  
536 that an estoppel certificate contain certain  
537 information; providing an effective period for an  
538 estoppel certificate based upon the date of issuance  
539 and form of delivery; providing that an association  
540 waives a specified claim against a person or such  
541 person's successors or assigns who in good faith rely  
542 on the estoppel certificate; prohibiting an  
543 association from charging a preparation and delivery  
544 fee or making certain claims if it fails to deliver an  
545 estoppel certificate within certain timeframes;  
546 revising fee requirements for preparing and delivering  
547 an estoppel certificate under various circumstances;  
548 authorizing the statement of moneys due to be  
549 delivered in one or more estoppel certificates under  
550 certain circumstances; providing limits on a total fee  
551 charged for the preparation and delivery of estoppel  
552 certificates; requiring the fee for an estoppel  
553 certificate to be paid from specified proceeds under  
554 certain circumstances; requiring that the authority to  
555 charge a fee for the estoppel certificate be  
556 established by a specified written resolution or  
557 provided by a written management, bookkeeping, or  
558 maintenance contract; deleting obsolete provisions;  
559 conforming provisions to changes made by the act;  
560 providing an effective date.